

Motion Sheet  
**October 3, 2023**

**1. Consent Agenda:** I move to adopt the Consent Agenda. (Mayor Kabir will read the agenda items)

23-R-12	A Resolution of the Advisory Planning Commission of the City of College Park Regarding Variance Number CPV-2023-03, Located at 9722 53rd Avenue, College Park, Maryland, Recommending Approval of One Variance and Three Validations: A 3-Foot Variance from Prince George's County Zoning Ordinance Section 27-11002 (a), 7-foot side yard setbacks validation, 5,550-Foot Lot Size Validation, and 50-Foot Lot Width Validation from Section 27-4202 (e) (2) of the Prince George's County Zoning Ordinance, to Construct a 10-foot-wide driveway on the property (Appeal period ends Oct 3).
23-G-146	Approval of a letter to M-NCPPC requesting it fund certain parks, trails, and recreation projects in College Park.
23-G-147	Approval of a parking prohibition on the 5000 block of Nantucket Road between 51st Avenue and Rhode Island Avenue in Hollywood to improve access to the dumpster area behind College Park Plaza from Nantucket Road.

**ACTION ITEMS**

23-O-09	<p>I move to introduce 2-O-09, An Ordinance of the Mayor and Council of the City of College Park, amending Chapter 144 "Occupancy Permits", § 144-1 Statement of Policy, §144-2 Definitions, §144-3 Occupancy Permits Required, §144-7 Revocation; Reinstatement; renumbering and amending, §144-8, Violations and Penalties; enacting §144-8 Challenge to Affirmations, §144-9 Short Term Rental Licenses; Host Requirements, §144-10 Incorporation of County Code Requirements, and amending Chapter 110, Fees and Penalties, §110-2, Penalties, to Regulate Short-Term Rentals, to Require Short-Term Rental Host Platforms to require any Short-term Rental Host in the city to submit a copy of the Host's Rental License to the Platform, prior to the Rental being listed on the Platform, and to set fines for violation.</p> <p><b><u>The Public Hearing will be held on Tuesday, October 17, at 7:30 p.m.</u></b></p>
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**ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, AMENDING**  
**CHAPTER 144 “OCCUPANCY PERMITS”, § 144-1 STATEMENT OF POLICY, §144-2**  
**DEFINITIONS, §144-3 OCCUPANCY PERMITS REQUIRED, §144-7 REVOCATION;**  
**REINSTATEMENT; RENUMBERING AND AMENDING, §144-8, VIOLATIONS AND**  
**PENALTIES; ENACTING §144-8 CHALLENGE TO AFFIRMATIONS, §144-9 SHORT**  
**TERM RENTAL LICENSES; HOST REQUIREMENTS, §144-10 INCORPORATION OF**  
**COUNTY CODE REQUIREMENTS, AND AMENDING CHAPTER 110, FEES AND**  
**PENALTIES, §110-2, PENALTIES, TO REGULATE SHORT-TERM RENTALS, TO**  
**REQUIRE SHORT-TERM RENTAL HOST PLATFORMS TO REQUIRE ANY**  
**SHORT-TERM RENTAL HOST IN THE CITY TO SUBMIT A COPY OF THE**  
**HOST'S RENTAL LICENSE TO THE PLATFORM, PRIOR TO THE RENTAL**  
**BEING LISTED ON THE PLATFORM, AND TO SET FINES FOR VIOLATION.**

**WHEREAS**, pursuant to §5-202 of the Local Government Article, Annotated Code of Maryland, the City of College Park (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the residents of the City and to prevent and remove nuisances; and

**WHEREAS**, the Mayor and Council have adopted Chapter 144, “Occupancy Permits” of the City Code to license the rental of dwelling units in the City; and

**WHEREAS**, the Mayor and Council have adopted Housing Regulations to ensure the health, safety and welfare of the residents of and visitors to the City, and certain procedures to enforce the Housing Regulations; and

**WHEREAS**, short term rental units, as defined herein, and the use of short-term rental unit platforms, such as Air BnB, have become a recognized separate type of rental dwelling unit licensure; and

CAPS  
 [Brackets]  
 Asterisks \* \* \*  
 CAPS  
 [Brackets]

: Indicate matter added to existing law.  
 : Indicate matter deleted from law.  
 : Indicate matter remaining unchanged in existing law but not set forth in Ordinance  
 : Indicate matter added in amendment  
 : Indicate matter deleted in amendment

**WHEREAS**, short term rentals have previously been licensed and regulated in the same manner as other long term rental dwelling units in the City; and

**WHEREAS**, the Mayor and Council have determined that it is in the public interest to regulate short term rental units as a separate category of occupancy.

**Section 1.** **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland that Chapter 144 “Occupancy permits”, §144-1, “Statement of policy” be and it is hereby repealed, reenacted and amended to read as follows:

§ 144-1 **Statement of policy.**

~~[Whereas]~~ There are numerous ~~[dwelling and rooming house]~~ HOUSING units within the City of College Park which are rented, leased or otherwise let to persons other than the owners thereof; and ~~[whereas]~~ there are numerous nonresidential (commercial and industrial) units within the City of College Park.~~[-; and whereas -]~~ The Mayor and City Council ~~[of the City of College Park]~~ have the gravest responsibility for the protection of the health, safety, AND welfare ~~[and morals]~~ of all of the ~~[citizens]~~ RESIDENTS of said City and for those of visitors and transients seeking accommodations therein~~[-; and whereas -]~~ The Mayor and City Council ~~[of the City of College Park]~~ have adopted a Housing Code and a Nonresidential Property Maintenance Code<sup>111</sup> for the protection of the ~~[citizens]~~ RESIDENTS of AND VISITORS TO ~~[said]~~ THE City and those persons seeking accommodations therein.~~[-; -]~~ It is declared to be the policy and intent of the Mayor and City Council ~~[of the City of College Park]~~ that all rental dwelling units, SHORT-TERM RENTAL UNITS, rooming house units and hotel, motel and tourist units and nonresidential premises shall be licensed and regulated in such a manner as to ensure the protection of the health, welfare, AND safety ~~[and morals]~~ of those persons residing or visiting therein and, further, that said licensing and regulations shall be undertaken in the manner REQUIRED BY THIS CHAPTER [set forth hereinbelow].

**Section 2.** **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 144, “Occupancy permits”, §144-2, “Definitions” be and it is hereby repealed, reenacted and amended to read as follows:

§144-2 Definitions.

A. The following definitions shall apply in the interpretation and enforcement of this chapter:

\* \* \* \*

**BOOKING SERVICE** MEANS A RESERVATION AND/OR PAYMENT SERVICE PROVIDED BY A PERSON OR ENTITY THAT FACILITATES A SHORT-TERM RENTAL TRANSACTION BETWEEN A HOST AND A PROSPECTIVE SHORT-TERM RENTAL GUEST FOR WHICH THE PERSON OR ENTITY COLLECTS FEES IN CONNECTION WITH THE RESERVATION OR FACILITATES PAYMENT SERVICES BETWEEN THE HOST AND GUEST.

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**HOST** MEANS A LEGAL OWNER OF A RESIDENTIAL DWELLING UNIT WHO PROVIDES OR OFFERS TO PROVIDE ALL OR PART OF A RESIDENTIAL DWELLING UNIT FOR SHORT-TERM RENTAL AND HAS OBTAINED A SHORT-TERM RENTAL LICENSE FROM THE CITY. THE HOST MUST PROVIDE PROOF OF OWNERSHIP AND A COPY OF THE HOMESTEAD TAX CREDIT FILING FOR THE DWELLING UNIT.

**HOSTING PLATFORM ("PLATFORM")** MEANS A PERSON OR ENTITY THAT FACILITATES A SHORT-TERM RENTAL BY PROVIDING BOOKING SERVICES THROUGH WHICH A LICENSED HOST MAY LAWFULLY PROVIDE A RESIDENTIAL DWELLING UNIT FOR SHORT-TERM RENTAL USE.

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**NUISANCE** MEANS THE FOLLOWING:

AN ACT OR CONDITION KNOWINGLY CREATED, PERFORMED, OR MAINTAINED ON PRIVATE PROPERTY THAT CONSTITUTES A CITY CODE VIOLATION AND THAT:

SIGNIFICANTLY AFFECTS OTHER RESIDENTS OF THE NEIGHBORHOOD;

IS INJURIOUS TO PUBLIC HEALTH, SAFETY, OR WELFARE OF NEIGHBORING RESIDENTS;

OBSTRUCTS THE REASONABLE USE OF OTHER PROPERTY IN THE NEIGHBORHOOD;

IS OCCURRING ON A PROPERTY WHERE THE TENANT, OWNER, OR OTHER OCCUPANT HAS BEEN CONVICTED OF VIOLATIONS OF § 10-201 OR § 10-202 OF THE CRIMINAL LAW ARTICLE, ANNOTATED CODE OF MARYLAND, FOR CONDUCT OCCURRING ON, IN, OR IN RELATION TO THE PROPERTY; OR

A PROPERTY TO WHICH CITY CODE ENFORCEMENT, POLICE OR OTHER LAW ENFORCEMENT AGENCIES HAVE RESPONDED TO COMPLAINTS OR CALLS FOR SERVICE THREE (3) OR MORE TIMES WITHIN ANY TWELVE (12) MONTH PERIOD.

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**OWNER OCCUPIED** MEANS THE HOST AND LEGAL OWNER OF A RESIDENTIAL DWELLING UNIT WHO IS PRESENT DURING THE ENTIRE TIME OF THE SHORT-TERM RENTAL. OWNER OCCUPIED SHORT-TERM RENTALS SHALL NOT BE UTILIZED BY A SHORT-TERM RENTAL GUEST FOR MORE THAN 180 DAYS PER CALENDAR YEAR.

**PERMANENT RESIDENT** MEANS AN INDIVIDUAL WHO IS DOMICILED IN THE CITY OF COLLEGE PARK, MAINTAINS A PLACE OF ABODE IN THE CITY OF COLLEGE PARK FOR 180 OR MORE DAYS DURING THE YEAR AND IS THE INDIVIDUAL WHO OWNS THE PROPERTY AND OBTAINS THE HOMESTEAD TAX CREDIT AT THAT ADDRESS. FOR PURPOSES OF THIS SUBTITLE, A HOST MAY HAVE ONLY ONE (1) PERMANENT ADDRESS, WHICH IS THE ADDRESS THE HOST USES TO OBTAIN THE HOMESTEAD CREDIT.

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**SHORT-TERM RENTAL** MEANS A RESIDENTIAL DWELLING UNIT OCCUPIED BY A SHORT-TERM RENTAL GUEST, OTHER THAN A PERMANENT OCCUPANT, FOR FEWER THAN 31 CONSECUTIVE DAYS AND NO MORE THAN 90 DAYS PER CALENDAR YEAR, WHERE A HOST RECEIVES MONETARY COMPENSATION FOR SUCH OCCUPANCY, IF THE OWNER IS NOT PRESENT DURING THE RENTAL. A SHORT-TERM RENTAL MAY BE OCCUPIED BY A SHORT-TERM RENTAL GUEST FOR NO MORE THAN 180 DAYS PER CALENDAR YEAR, IF THE HOST IS PRESENT DURING THE SHORT-TERM RENTAL. A SHORT-TERM RENTAL PROVIDER SHALL NOT COMBINE TIME LIMITS FOR SHORT-TERM RENTALS. THE MAXIMUM ALLOWABLE DAYS FOR A SHORT-TERM RENTAL ARE 180 CALENDAR DAYS, PROVIDED ALL REQUIREMENTS ARE MET FOR THAT TIME FRAME. A SHORT-TERM RENTAL IS A TOURIST HOME THAT IS AN ACCESSORY USE TO A DWELLING, BUT DOES NOT INCLUDE A HOTEL, MOTEL, INN, BOARDING HOUSE, GROUP RESIDENTIAL FACILITY, AND FRATERNITY OR SORORITY HOUSE.

**SHORT-TERM RENTAL GUEST** MEANS A TRANSIENT WHO OCCUPIES, OR HAS THE RIGHT TO OCCUPY, A LAWFULLY LICENSED SHORT-TERM RENTAL FOR A PERIOD OF 30 DAYS OR LESS DURING ANY ONE CONTINUOUS STAY. THIS DOES NOT INCLUDE A HOTEL, MOTEL, INN, BOARDING HOUSE, GROUP RESIDENTIAL FACILITY, FRATERNITY OR SORORITY HOUSE.

**SHORT-TERM RENTAL PROVIDER** MEANS A LICENSED HOST WHO LAWFULLY OFFERS FOR RENT A SHORT-TERM RESIDENTIAL RENTAL AND DOES NOT INCLUDE A HOTEL, MOTEL, INN, BOARDING HOUSE, GROUP RESIDENTIAL FACILITY, AND FRATERNITY OR SORORITY HOUSE.

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**Section 3. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 144, “Occupancy permit, §144-3, “Occupancy permits required” be and it is hereby repealed reenacted and amended to read as follows:

§144-3 Occupancy permits required.

A. Residential. Before the owner or agent thereof of any dwelling unit, SHORT TERM RENTAL UNIT, BOARDING HOUSE [~~rooming unit~~] or BOARDING[~~rooming~~] house unit or hotel, motel or tourist facility within the confines of the City of College Park shall rent, lease or otherwise let said unit and permit it to be occupied by any person or persons other than THE OWNER [~~himself/herself~~] and members of [~~his/her~~] THE OWNER’S immediate family, THE OWNER[~~he/she~~] shall secure from the City an occupancy permit.

(1) Said occupancy permit shall contain THE FOLLOWING: the name, ADDRESS, TELEPHONE NUMBER AND EMAIL ADDRESS of the owner of said unit[~~, his/her address and his/her telephone number~~]. Said occupancy permit shall also specify the exact location of the structure in which said unit is located.

(2) AN APPLICATION FOR A SHORT-TERM RENTAL LICENSE OR A LICENSE RENEWAL MUST BE SIGNED BY THE APPLICANT AND INCLUDE THE STATE SALES TAX AND USE REGISTRATION NUMBER. THE APPLICANT MUST CERTIFY, ATTEST AND ENSURE:

- (A) LIABILITY INSURANCE APPLICABLE TO THE PROPERTY OF AT LEAST \$1,000,000. THE OWNER/HOST MAY UTILIZE A PLATFORM’S LIABILITY INSURANCE IF THE COVERAGE IS AT LEAST \$1,000,000 AND IS APPROVED BY THE DEPARTMENT OF PUBLIC SERVICES.
- (B) THAT EACH SHORT-TERM RENTAL UNIT HAS A WORKING SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR IN EVERY BEDROOM, SLEEPING AREA AND ON ALL HABITABLE FLOORS;

- (C) THAT EACH SHORT-TERM RENTAL UNIT HAS PROPERLY MAINTAINED, SERVICED, AND CHARGED FIRE EXTINGUISHERS MOUNTED IN EVERY BEDROOM, SLEEPING AREA AND ON ALL HABITABLE FLOORS IN COMPLIANCE WITH THE PRINCE GEORGE'S FIRE SAFETY CODE;
- (D) THAT EACH SHORT-TERM RENTAL HAS A POSTING OF THE OWNER'S EMERGENCY CONTACT INFORMATION ON THE INTERIOR OF THE RENTAL, A FLOOR PLAN THAT INDICATES FIRE EXITS AND ESCAPE ROUTES THAT IS CONSPICUOUSLY PLACED ON THE INTERIOR PORTION OF THE MAIN ENTRANCE AND IN EACH ROOM WHERE THERE ARE SLEEPING QUARTERS IN THE SHORT-TERM RENTAL;
- (E) THAT PHOTOS ARE SUBMITTED AS PROOF OF THE CONSPICUOUSLY PLACED POSTING OF THE EMERGENCY CONTACT INFORMATION ON THE INTERIOR OF THE RENTAL, AND THE FLOOR PLAN THAT INDICATES FIRE EXITS AND ESCAPE ROUTES, TO THE DEPARTMENT OF PUBLIC SERVICES;
- (F). THAT THE SHORT-TERM RENTAL IS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND CODES INCLUDING BUT NOT LIMITED TO THIS SECTION, CHAPTER 125 OF THE CITY CODE, AND ALL APPLICABLE PROPERTY MAINTENANCE, ELECTRICAL, PLUMBING AND BUILDING CODES;
- (G) THAT NOTIFICATION OF THE APPLICATION HAS BEEN PROVIDED TO HOMEOWNER ASSOCIATIONS, CONDOMINIUM ASSOCIATIONS, COMMON OWNERSHIP COMMUNITIES, AND COOPERATIVES WHERE THE SHORT-TERM RENTAL IS LOCATED;
- (H) COMPLIANCE WITH THE REQUIREMENTS OF HOMEOWNER ASSOCIATIONS, CONDOMINIUM ASSOCIATIONS, COMMON OWNERSHIP COMMUNITIES, AND COOPERATIVES WHERE THE SHORT-TERM RENTAL IS LOCATED;
- (I) THAT THE SHORT-TERM RENTAL HAS PROVIDED AT LEAST ONE (1) OFF STREET PARKING SPACE FOR EVERY UP TO THREE (3) OVERNIGHT GUESTS;
- (J) THAT THE HOST'S INTENT TO APPLY FOR THE SHORT-TERM RENTAL LICENSE HAS BEEN PROVIDED TO THE FOLLOWING: RESIDENTS IN AND OWNERS OF THE ADJACENT HOMES INCLUDING BUT LIMITED TO ABUTTING AND CONFRONTING PROPERTIES. THE DEPARTMENT OF PUBLIC SERVICES SHALL PROVIDE THE APPROVED NOTIFICATION LETTER FOR SHORT-TERM LICENSE APPLICANTS;
- (K) THAT THE SHORT-TERM RENTAL IS THE PERMANENT RESIDENCE OF THE HOST;
- (L) THAT THE SHORT-TERM RENTAL HAS TWO (2) OUTDOOR TRASH AND ONE (1) RECYCLING RECEPTACLES WITH TIGHT FITTING LIDS;

- (M) THE OWNERSHIP OF THE SHORT-TERM RENTAL PROPERTY TOGETHER WITH A COPY OF THE HOMESTEAD TAX CREDIT FILING IN THE OWNER'S NAME;
  - (N) THAT THE PROPERTY HAS NO OUTSTANDING TAXES OR LIENS AND THE PROPERTY HAS NO CODE VIOLATIONS;
  - (O) THAT ACCURATE AND CURRENT CONTACT INFORMATION OF THE HOST OF THE SHORT-TERM RENTAL IS PROVIDED ON THE APPLICATION; THE CONTACT INFORMATION SHALL INCLUDE THE FOLLOWING:
    - (A) THE HOST'S PRIMARY PHYSICAL MAILING ADDRESS;
    - (B) THE HOST'S CELL PHONE NUMBER;
    - (C) THE HOST'S EMAIL ADDRESS;
  - (P) ACCURATE AND CURRENT INFORMATION OF AN INDIVIDUAL WHO WILL SERVE AS THE EMERGENCY CONTACT, OTHER THAN THE HOST, WHO RESIDES WITHIN 15 MILES OF THE CITY. THE EMERGENCY CONTACT IS RESPONSIBLE FOR RESPONDING TO THE SHORT-TERM RENTAL FOR ANY ISSUES THAT REQUIRE IMMEDIATE ATTENTION. THIS INFORMATION SHALL BE PROVIDED ON THE APPLICATION. THE CONTACT INFORMATION SHALL INCLUDE THE FOLLOWING:
    - 1. THE INDIVIDUAL'S PRIMARY PHYSICAL MAILING ADDRESS;
    - 2. THE INDIVIDUAL'S CELL PHONE NUMBER;
    - 3. THE INDIVIDUAL'S EMAIL ADDRESS;
  - (Q) THAT THE HOST WILL PROVIDE, WITHIN FIVE (5) BUSINESS DAYS, UPDATES TO THE CONTACT INFORMATION IMMEDIATELY OR RISK HAVING THE LICENSE REVOKED OR DENIED;
  - (R) THAT THE HOST WILL PROVIDE A LIST OF ALL THE LICENSED PLATFORMS THE APPLICANT INTENDS TO UTILIZE;
  - (S) THAT THE RULES, AS APPROVED BY THE DEPARTMENT OF PUBLIC SERVICES PER THIS CHAPTER REGARDING SHORT-TERM RENTAL GUESTS, ARE POSTED ON OR BY THE MAIN ENTRANCE USED BY THE TRANSIENTS.
- (3) A RENEWAL APPLICATION SHALL INCLUDE A COPY OF THE SHORT-TERM RENTAL GUEST LOG REQUIRED BY THIS SECTION.
- (4) NO LICENSE FOR A SHORT-TERM RENTAL SHALL BE ISSUED TO A HOST UNTIL THE APPLICATION HAS BEEN SUCCESSFULLY AND SATISFACTORILY COMPLETED AND THE REQUIRED FEE PAID. ALL DOCUMENTATION SHALL BE SUBMITTED AND ALL REQUIREMENTS SHALL BE ADHERED TO PRIOR TO

A DETERMINATION BEING MADE ABOUT THE ISSUANCE OF A SHORT-TERM LICENSE TO THE APPLICANT.

- (5) THE DEPARTMENT MAY REQUIRE EVIDENCE OF ANY OF THE ABOVE REQUIREMENTS IN ANY FORM OR MANNER IT DIRECTS.

~~[(4)]~~(6) All occupancy permits shall be issued to the owner for the structure containing said unit or units and shall be valid for a period of one year.

B. Nonresidential. Each tenant or occupant that is required to obtain a Prince George's County use and occupancy permit for use of a nonresidential premises or unit shall secure from the City a nonresidential occupancy permit, which shall be valid for a period of one year.

C. Occupancy prohibited without valid occupancy permit.

(1) The owner of a dwelling or nonresidential unit for which an occupancy permit is required by the terms of Subsection A or B of this section shall cause said unit to be vacated within 24 hours of the occurrence of the earlier of the following:

(a) The expiration of any lease which continues to be in effect after the occurrence of an event which leaves such dwelling unit without a valid occupancy permit; or

(b) Thirty days after the first day of the month following an event which leaves such ~~[dwelling]~~ unit without a valid occupancy permit.

(2) Said owner shall prevent said unit from being further occupied until a valid occupancy permit is issued by the City for the unit.

D. The owner of a dwelling unit for which an occupancy permit is required by the terms of Subsection A of this section shall obtain the signature of the occupant of such unit on a written statement acknowledging and agreeing to be bound by the provisions of Subsection C hereinabove and to vacate the unit within the time prescribed therein upon the occurrence of an event described in Subsection C(1)(A) ~~[C(2)]~~ or C(1)(B) ~~[C(3)]~~ hereof.

E. Placards. Any dwelling, SHORT TERM RENTAL UNIT, BOARDING HOUSE ~~[rooming]~~ or BOARDING ~~[rooming]~~ house unit, hotel, motel or tourist facility or nonresidential premises which does not have a required occupancy permit may be placarded by the Public Services Department. No person shall deface or remove the placard from any such premises.

F. An occupancy permit issued pursuant to this section is not transferable by the permit holder to another person or entity.

**Section 4.**     **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 144, “Occupancy permits”, §144-7, “Revocation; reinstatement” be and it is hereby repealed, reenacted and amended to read as follows:

**§144-7 Revocation; reinstatement.**

A. At any time that the Public Services Department shall determine that any such unit does not comply with all of the provisions of all applicable law, it shall order the permit holder or agent thereof to render compliance within a reasonable period of time. If such compliance is not provided, the Public Services Director may order the revocation of the occupancy permit for the structure in which said unit or units are located and proceed with enforcement under applicable provisions of law.

B. A SHORT-TERM RENTAL LICENSE MAY BE SUSPENDED OR REVOKED AT ANY TIME OR NOT RENEWED BASED UPON NON-COMPLIANCE WITH THE REQUIREMENTS OF THIS CHAPTER, THE CITY CODE, OR THE PRINCE GEORGE'S COUNTY CODE.

1. A SHORT-TERM RENTAL LICENSE MAY BE SUSPENDED OR REVOKED DUE TO ISSUANCE OF A CITATION, CORRECTIVE ORDER, OR VIOLATION NOTICE CITING VIOLATIONS OF THE CITY CODE, OR PRINCE GEORGE'S COUNTY CODE, INCLUDING BUT NOT LIMITED TO VIOLATIONS OF ITS BUILDING, ELECTRICAL, PLUMBING OR ZONING CODES.

2. THE DEPARTMENT OF PUBLIC SERVICES HAS THE RIGHT TO ENTER AND INSPECT THE SHORT-TERM RENTAL WITH REASONABLE NOTICE TO THE HOST. FAILURE TO PROVIDE TIMELY ACCESS MAY SERVE AS A BASIS TO ISSUE A VIOLATION NOTICE OR ADMINISTRATIVE CITATION, OR TO SUSPEND OR REVOKE A LICENSE.

3. THE DEPARTMENT OF PUBLIC SERVICES MAY IMMEDIATELY ISSUE A VIOLATION NOTICE OR ADMINISTRATIVE CITATION, OR MAY SUSPEND OR REVOKE A SHORT-TERM RENTAL LICENSE, IF THE OPERATION OF THE SHORT-TERM RENTAL CONSTITUTES A NUISANCE AS DEFINED IN §144-2 OR BECAUSE OF ANY ADVERSE EFFECT TO PUBLIC HEALTH, SAFETY, AND THE GENERAL WELFARE, INCLUDING EXCESSIVE NOISE, TRAFFIC, PHYSICAL ACTIVITY, PUBLIC SAFETY, OR OTHER GOOD CAUSE.

4. THE DEPARTMENT OF PUBLIC SERVICES MAY IMMEDIATELY ISSUE A VIOLATION NOTICE OR ADMINISTRATIVE CITATION OR MAY SUSPEND OR

REVOKE A LICENSE IF UNDER THE BUILDING CODE A STOP WORK OR STOP USE ORDER HAS BEEN ISSUED TO THE ADDRESS.

5. FRAUD, MISREPRESENTATION, FALSE STATEMENT AND INACCURACIES IN THE APPLICATION FOR AN OCCUPANCY PERMIT OR SUPPORTING DOCUMENTS SHALL BE GROUNDS FOR IMMEDIATE REVOCATION OR DENIAL OF THE SHORT-TERM RENTAL LICENSE.

6. ALL THE REQUIREMENTS OF THIS CHAPTER SHALL BE CONTINUOUSLY MAINTAINED THROUGHOUT THE DURATION OF THE LICENSE. FAILURE TO DO SO SHALL BE GROUNDS FOR IMMEDIATE REVOCATION OR DENIAL OF THE SHORT-TERM RENTAL LICENSE.

7. IF A SHORT-TERM RENTAL HOST LICENSE IS SUSPENDED OR REVOKED, THE PUBLIC SERVICES DEPARTMENT SHALL NOTIFY IN WRITING THE HOST AND ALL PLATFORMS ON WHICH THE HOST CURRENTLY LISTS.

B. ~~[Should]~~ REVOCATION OF the occupancy permit for ~~[a structure be revoked because of]~~ noncompliance with the provisions of the City Housing Ordinance~~[-, such revocation]~~ may be appealed to the Advisory Planning Commission under the provisions of the Housing Ordinance. REVOCATION OF THE OCCUPANCY PERMIT FOR NON-COMPLIANCE WITH SHORT-TERM RENTAL REQUIREMENTS MAY BE APPEALED TO THE ADVISORY PLANNING COMMISSION WITHIN THIRTY (30) DAYS OF THE REVOCATION. If said permit ~~[shall have been]~~ IS revoked for violations of other laws or ordinances, appeal may only be made to a court of competent jurisdiction of this state.

C. In the event that an occupancy permit is allowed to expire by fault of the permit holder due to the failure to pay the required fees within 20 days from the date of the written notification of payment due, without a reasonable cause, a reinstatement fee shall be imposed as set forth in Chapter 110, Fees and Penalties, and shall be payable with all application fees. Property may be subject to reinspection prior to reinstatement of an occupancy permit, and all fees may be reimposed.

D. In the event that an occupancy permit is revoked for cause, the occupancy permit must be reinstated and a fee paid as set forth in Chapter 110, Fees and Penalties, and all provisions of the Code of the City of College Park must be met before the property may again be occupied. EXCEPT FOR REVOCATIONS OF SHORT-TERM RENTAL LICENSES, in no event will an occupancy permit for a dwelling unit ~~[as to which an occupancy permit]~~ THAT has been revoked for cause be reinstated prior to the expiration of 90 days from the date of revocation. A SHORT-TERM RENTAL LICENSE MAY NOT BE ISSUED FOR A PERIOD OF 3 YEARS AFTER THE LICENSE IS REVOKED TO:

(1) THE FORMER LICENSEE OR A MEMBER OF THE FORMER LICENSEE'S HOUSEHOLD; OR

(2) ANY APPLICANT FOR A LICENSE TO USE THE SAME DWELLING UNIT WHERE THE LICENSE WAS REVOKED.

**Section 5.**     **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 144, “Occupancy permits”, §144-8, “Challenge to affirmation” be and it is hereby enacted to read as follows:

§144-8 CHALLENGE TO AFFIRMATIONS.

(A) A CHALLENGE TO ANY REQUIRED AFFIRMATION MADE BY THE APPLICANT AS PART OF THE APPLICATION FOR A SHORT-TERM RENTAL PERMIT MAY BE FILED WITH THE DIRECTOR OF PUBLIC SERVICES WITHIN 30 DAYS AFTER THE APPLICATION IS FILED BY:

(1) A RESIDENT OR OWNER OF REAL PROPERTY LOCATED WITHIN 300 FEET OF THE PROPERTY TO BE LICENSED;

(2) ANY APPLICABLE HOMEOWNERS’ ASSOCIATION, CONDOMINIUM, OR HOUSING COOPERATIVE; OR

(3) THE OWNER OF THE UNIT OR THE OWNER’S RENTAL AGENT, IF THE APPLICANT IS NOT THE OWNER.

(B) THE DIRECTOR MUST, WITHIN 30 DAYS AFTER RECEIPT OF THE CHALLENGE:

(1) PROVIDE NOTICE OF THE CHALLENGE TO THE APPLICANT;

(2) REFER THE CHALLENGE TO THE CITY’S ADVISORY PLANNING COMMISSION. THE ADVISORY PLANNING COMMISSION MAY INVESTIGATE ANY QUESTION OF FACT RAISED BY THE CHALLENGE AND MAY REVOKE OR DENY THE LICENSE IF FINDS AFTER A PUBLIC HEARING THAT ONE OR MORE FACTS CERTIFIED BY THE APPLICANT IS FALSE.

**Section 6.**     **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 144, “Occupancy permits”, §144-9, “Short term rental licenses; Host requirements” be and it is hereby enacted to read as follows:

§144-9 SHORT TERM RENTAL LICENSES; HOST REQUIREMENTS.

- (A) NO ONE MAY ENGAGE IN THE BUSINESS OF THE SHORT-TERM RENTALS IN THE CITY WITHOUT HAVING OBTAINED A SHORT-TERM RENTAL LICENSE UNDER THIS CHAPTER.
- (B) NO ONE MAY UTILIZE OR LIST A PROPERTY IN THE CITY ON A HOSTING PLATFORM WITHOUT A SHORT-TERM RENTAL LICENSE FROM THE CITY.
- (D) ANYONE ISSUED A SHORT-TERM RENTAL LICENSE FOR A PROPERTY IN THE CITY:
  - 1. SHALL COLLECT AND REMIT ALL APPLICABLE HOTEL TAXES THROUGH THE PLATFORM;
  - 2. SHALL DISPLAY CONSPICUOUSLY ON INTERIOR OF THE SHORT-TERM RENTAL, THE LICENSE WITH CONTACT INFORMATION OF THE LICENSED HOST, THE EMERGENCY CONTACT PURSUANT TO §144-3(A)(3)(D) AND THE CONTACT INFORMATION FOR THE DEPARTMENT;
  - 3. SHALL NOT RENT THE SHORT-TERM RENTAL FOR MORE THAN 30 CONSECUTIVE DAYS;
  - 4. SHALL NOT RENT THE SHORT-TERM RENTAL MORE THAN 90 DAYS PER CALENDAR YEAR IF THE SHORT-TERM RENTAL IS UNOCCUPIED BY THE OWNER;
  - 5. SHALL NOT RENT THE SHORT-TERM RENTAL MORE THAN 180 DAYS PER CALENDAR YEAR IF THE SHORT-TERM RENTAL IS OWNER OCCUPIED;
  - 6. SHALL NOT COMBINE ALLOWABLE TIME FRAMES TO EXCEED THE PERMISSIBLE CALENDAR DAYS FOR SHORT-TERM RENTALS;
  - 7. SHALL NOT PERMIT MORE THAN A TOTAL OF EIGHT (8) GUESTS AT ANY ONE TIME AND THERE SHALL NOT BE MORE THAN THREE (3) GUESTS PER BEDROOM;
  - 8. SHALL NOT PERMIT ANY OTHER INDIVIDUALS TO UTILIZE THE SHORT-TERM RENTAL OTHER THAN REGISTERED SHORT-TERM RENTAL GUESTS;
  - 9. SHALL NOT RENT A UNIT, OR ANY PORTION THEREOF, BY THE HOUR OR FOR ANY PERIOD OF FEWER THAN 24 CONSECUTIVE HOURS, OR MORE THAN ONCE WITHIN ANY CONSECUTIVE 24-HOUR PERIOD; OR

FOR MULTIPLE BOOKINGS OR RENTALS FOR THE SAME OVERLAPPING TIME PERIODS.

- (E) THE PERSON RENTING A SHORT-TERM RENTAL UNIT SHALL MAINTAIN A LOG OF ALL SHORT-TERM RENTAL GUESTS THAT HAVE RENTED THE SHORT-TERM RENTAL AND WILL PROVIDE THE LOG WHEN APPLYING TO RENEW THE SHORT-TERM RENTAL LICENSE.
  - (1) THE LOG SHALL CONTAIN THE FOLLOWING INFORMATION:
    - (A) THE TOTAL NUMBER OF SHORT-TERM RENTAL GUESTS THAT STAYED IN THE SHORT-TERM RENTAL FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF JULY OF EACH YEAR AND ENDING THE LAST DAY OF JUNE THE FOLLOWING YEAR;
    - (B) THE TOTAL NUMBER OF SHORT-TERM RENTAL GUESTS THAT STAYED DURING EACH INDIVIDUAL RENTAL;
    - (C) THE DATES THE SHORT-RENTAL IS RENTED BY A SHORT-TERM RENTAL GUEST;
    - (D) THE NUMBER OF DAYS AND DATES THE SHORT-TERM RENTAL WAS OWNER OCCUPIED; AND
    - (E) THE TOTAL NUMBER OF DAYS AND DATES WHEN THE SHORT-TERM RENTAL WAS NOT OWNER OCCUPIED.

**Section 7.**    **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 144, “Occupancy permits”, §144-10, “Incorporation of County Code registration requirements” be and it is hereby enacted to read as follows:

**§144-10 INCORPORATION OF COUNTY CODE REQUIREMENTS.**

THE PROVISIONS OF COUNTY CODE SEC. 5-175.04, “SHORT-TERM RENTAL HOSTING PLATFORM LICENSE; REQUIREMENTS” AND SEC. 5-175.06, PROHIBITED ACTS, ENFORCEMENT AND PENALTIES; PLATFORMS”, WITH THE EXCEPTION OF SEC. 5-175.06 (F), AS AMENDED, ARE INCORPORATED HEREIN BY REFERENCE AND ARE APPLICABLE IN THE CITY OF COLLEGE PARK. PLATFORMS SHALL REQUIRE ANY SHORT-TERM RENTAL HOST IN THE CITY TO SUBMIT A COPY OF THE HOST'S RENTAL LICENSE TO THE PLATFORM, PRIOR TO THE RENTAL BEING LISTED ON THE PLATFORM. THE CITY WILL PROVIDE ON A MONTHLY BASIS TO LAWFULLY LICENSED PLATFORMS THE FOLLOWING INFORMATION:

- A. THE LICENSE NUMBER FOR ALL LAWFULLY REGISTERED HOSTS;
- B. THE LICENSE NUMBER FOR ALL HOSTS WHO HAVE AN EXPIRED LICENSE;
3. THE LICENSE NUMBER FOR ALL HOSTS WHO HAVE A SUSPENDED LICENSE;
4. THE LICENSE NUMBER OF ALL HOSTS WHOSE LICENSE HAS BEEN REVOKED; AND
5. THE NAME OF INDIVIDUALS WHO HAVE APPLIED FOR A SHORT-TERM RENTAL LICENSE BUT WERE DENIED.

**Section 8.**     **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 144, “Occupancy permits”, §144-8, “Violations and penalties” be and it is hereby repealed, reenacted, renumbered and amended to read as follows:

**[§-144-8] §144-11 Violations and penalties.**

- A. Except as may otherwise be specified herein and in addition to any other provisions for occupancy fees, late fees and reinstatement fees, any person violating any of the provisions of this chapter shall be guilty of a municipal infraction, subject to the penalty provided in Chapter 110, Fees and Penalties, of this Code.
- B. Every thirty-day period during which a violation of § 144-3C of this chapter shall continue shall constitute a separate municipal infraction.

**Section 9.**     **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 110, “Fees and penalties”, §110-2, “Penalties” be and it is hereby repealed, reenacted, renumbered and amended to read as follows:

**§110-2 Penalties.**

Unless otherwise noted herein, the violation of a City ordinance or resolution is a municipal infraction. The following fines and/or imprisonment for violations of various ordinances or resolutions are applicable in the City of College Park:

<b>Chapter/Section</b>	<b>Violation</b>	<b>Penalty</b>
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\* \* \* \*

**Ch. 144, Occupancy Permits**

§ <u>144-3A</u> AND B	Failure to obtain occupancy permit	\$1,000
§ <u>144-3C</u>	Failure to prevent occupancy in absence of valid permit	\$1,000
§ <u>144-3D</u>	Failure to secure a written statement signed by the tenant	\$100
§ <u>144-3E</u>	Removal of placard	\$1,000
§ <u>144-5B</u>	False oath	\$400
§ <u>144-5E</u>	During COVID 19 pandemic state of Emergency failure to disclose identity of occupants	\$1,000
	Failure to disclose identity of occupants at all other times	\$75
§ <u>144-6</u>	FAILURE TO ALLOW INSPECTION	\$1,000
§ <u>144-9</u>	SHORT-TERM RENTAL LICENSES; HOST REQUIREMENTS, PER DAY	\$1,000
§ <u>144-10</u>	VIOLATION OF INCORPORATED COUNTY CODE REQUIREMENTS	\$1,000
§ <u>144-[8A]</u> 11A	Chapter	\$100

**Section 10. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out

the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it.

**Section 3. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that this Ordinance shall become effective on \_\_\_\_\_, 2023 provided that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter.

If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

**INTRODUCED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ADOPTED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**CITY OF COLLEGE PARK**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Janeen S. Miller, MMC, CERA, City Clerk      Fazlul Kabir, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

**DECLARATION OF COVENANTS AND AGREEMENT  
REGARDING LAND USE**

THIS DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between, TERRAPIN MAIN STREET, LLC (“Declarant”), a limited liability company registered in the State of Maryland, and the CITY OF COLLEGE PARK (“City”), a municipal corporation of the State of Maryland.

WHEREAS, Declarant is the owner of 7313 Baltimore Avenue, 4424 Hartwick Road and 7302 Yale Avenue, referenced as Parcel A and Lots 9 – 12 in Block 27, fronting in part on Baltimore Avenue and in part on Yale Avenue, at the corner with Hartwick Road, as depicted in Exhibit A, attached hereto for reference (the “Property”); and

WHEREAS, the Declarant proposes to raze the existing single-story retail building and housing on the 0.89-acre site to construct a 6-story mixed-use project consisting of 298 beds/93 multi-family units, 4,800 square feet of retail space, and a two-level parking garage providing 90 spaces, that steps down to 3 stories on the Yale Avenue side. The proposed density is 105.7 units per acre (collectively “the Project”); and

WHEREAS, Declarant has asked the City to recommend approval of Detailed Site Plan No. DSP-22035 (“DSP”) for the Project to the Prince George’s County Planning Board (“Planning Board”) and the District Council for Prince George’s County, Maryland; and

WHEREAS, the City agreed to make said recommendation in consideration of certain covenants included in this Agreement, which Agreement shall be executed by Declarant, and which covenants run with the land and may be specifically enforced by the City.

NOW, THEREFORE, in consideration of the aforesaid recommendations by the City, Declarant hereby declares and agrees on behalf of itself its successors and assigns that the Property

shall be held, transferred, sold, leased, rented, hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations and obligations which shall run with and bind the Property or any part thereof and shall inure to the benefit and be specifically enforceable by the City, its successors and assigns as follows:

1. The recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of these Covenants.

2. In the event that the Property is developed and subsequently sold to any non-taxable entity, so that the Property is no longer subject to real property taxes, the entity(ies) purchasing the Property or any part thereof, and each of them (and any successors or assigns), shall be liable to make an annual payment in perpetuity to the City, in an amount each year equal to the annual City real property taxes that would be payable on the Property and any improvements for that tax year (“PILOT”), based on the then assessed value and accounting for any approved tax credit or reduction, it being the intent of the parties that the City not be deprived of this income regardless of the tax status of any owner. The obligation contained in this paragraph shall run with the land. Anything to the contrary notwithstanding, the obligation set forth in this paragraph shall terminate as to Declarant upon the sale of the Property by Declarant to an arms-length third party purchaser, provided the Property is subject to City real property taxes or a PILOT immediately following such sale. A prior owner shall not be liable for a subsequent owner’s failure to pay real property taxes or amounts due under a PILOT obligation of the subsequent owner.

Further, the requirement set forth herein shall not apply in the event the entire Property is obtained by any non-taxable entity via the process of a right-of-way dedication, eminent domain, and/or condemnation. If only a portion of the Property is acquired by a non-taxable entity

by right-of-way dedication, eminent domain or condemnation, the amount payable to the City under this paragraph shall be reduced proportionately by the ratio that the assessed value of the portion of the Property dedicated or conveyed bears to the assessed value of the Property as a whole.

DECLARANT, its successors and assigns, shall notify the City in writing upon the closing of any sale to a third-party purchaser in the event that the Property is sold to any non-taxable entity, or upon receipt of legal process instituting any action of eminent domain, termination, foreclosure or condemnation, or upon demand or request for dedication.

3. Declarant shall maintain, in a manner reasonably acceptable to the City, all pedestrian light fixtures and landscaping installed in the rights-of-way or easements pursuant to the DSP and/or this Agreement. Maintenance and operation of streetlights shall include, but not be limited to, electric utility charges, replacement of light bulbs, and repair and replacement of the pedestrian streetlights within a reasonable period of time, pursuant to a maintenance schedule established with the City. The City may invoice Declarant on a quarterly basis for electricity costs in the event Declarant is not invoiced these costs directly by the utility company. Invoices shall be payable to the City within thirty (30) days of receipt. In the event that any such invoice is not timely paid, in addition to any other remedy available at law, any outstanding amount shall be a lien upon the Property to be collected in the same manner as City taxes are collected.

4. Prior to the issuance of the first certificate of occupancy, Declarant will provide a public access easement to the City to allow access to the ground level proposed amenity space (1,733 square feet) facing the "alley" as labeled on Detailed Site Plan Seet C-301, which is attached as Exhibit B and incorporated herein, that shall be to the benefit of the City for the general public in a form that is acceptable to the City. The said Public Use Easement Agreement shall set forth the rights, responsibilities, and liabilities of the parties. The Public Use Easement Agreement shall be

recorded among the Land Records of Prince George's County, Maryland and shall be enforceable by the City.

5. Prior to the issuance of the first certificate of occupancy, Declarant shall provide a Public Use Easement Agreement to the City for a 6-foot-wide public access easement, as shown on Exhibit B, to accommodate public benches, bike racks, and bike share space along the east side of the Baltimore Avenue sidewalk, that shall be to the benefit of the City for the general public in a form that is acceptable to the City. The said Public Use Easement Agreement shall set forth the rights, responsibilities, and liabilities of the parties. The Public Use Easement Agreement shall be recorded among the Land Records of Prince George's County, Maryland and shall be enforceable by the City.

6. Declarant shall indemnify and save harmless the City, its officers, officials, employees and agents, from all suits, actions and damages or costs of every kind and description, including reasonable attorneys' fees, arising directly or indirectly out of the installation, construction or maintenance required under this Agreement, including without limitation of the pedestrian light fixtures, crosswalks (excluding those constructed pursuant to Paragraph 9), sidewalks, curb and gutter, landscaping or roadway required herein, caused by the negligent act or omission, intentional wrongful acts, intentional misconduct or failure to perform with respect to obligations under this Agreement on the part of Declarant, its agents, servants, employees and subcontractors.

7. Declarant will not sell any of the multi-family apartment units separately from the remaining multi-family apartment units, except in accordance with applicable law. This provision shall not preclude either the sale of a whole building(s) containing multi-family apartment units or the sale of non-residential condominium units or commercial condominium units to another entity,

or the sale of interests in the owning entity in connection with a joint venture. When all or a portion of the Property not part of a condominium regime is operated as a rental facility, in order to ensure high quality unitary management, said units shall be managed by Declarant or its affiliates, or in the alternative, by a reputable professional management agent having experience managing multifamily rental properties that manages at least 500 residential apartments. Any decision to discontinue such required professional property management or management by DECLARANT or its affiliates shall require the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

8. The Declarant, its successors and assigns, shall notify their potential residents prior to signing a lease that they will not be eligible to obtain a City residential parking permit to allow them to park on the street in the permit parking zone adjacent to the Property.

9. If feasible, Declarant will work with the City to install an outdoor public art feature on the Property. If this occurs, the parties will develop an acceptable design that is responsive to the City's strategic plan objective to communicate the City's history and culture via prominent and attractive public art installations to celebrate community. The City will provide up to \$15,000 as a dollar-for-dollar match toward the cost of the art feature. The City's matching payment shall be delivered to Declarant prior to the commencement of work for the installation of the art feature. Installation of the art feature shall commence no later than one year from the later to occur of (i) issuance of the final Use and Occupancy permit for the Project or (ii) Declarant's receipt of matching payment from the City. The parties hereto can agree to extend the timeframe for installation of the art feature by a document in writing signed by both parties, and a formal amendment of this Agreement shall not be required, and agree that an amendment to DSP-22015 will not be required to accommodate said public art feature.

10. The Project shall achieve LEED Silver Certification as required by the Sector Plan, or equivalent Home Innovation Research Labs (HIRL) ICC700/NGBS-Silver certification under the applicable, current NGBS rating system. Prior to the issuance of a building permit, Declarant shall submit a LEED or NGBS Scorecard to the City demonstrating compliance with this certification. DECLARANT shall register the Project with LEED or HIRL and show proof of registration, and provide proof of certification within fourteen (14) months of the completion of construction and the issuance of the final Use and Occupancy permit for the Project. In the event Declarant shall require an extension of time in order to obtain certification, the parties hereto can agree to such an extension and a formal amendment of this Agreement shall not be required.

11. The parties recognize that the construction of the Project will take place on a space-restricted site adjacent to a major roadway. If determined by the City to be necessary, Declarant will require its contractor(s) to adopt and comply with reasonable restrictions related to construction staging and hours of construction. In no event will construction activities block access to City streets without the permission of the City.

12. These obligations are subject to and contingent upon final approval of the aforesaid DSP (with such approval being beyond appeal). This Declaration of Covenants shall be automatically considered null and void without further action in the event that the DSP is not approved and DECLARANT fails to close on, or take title to, the Property.

13. This Agreement shall be effective immediately as to DECLARANT and shall be binding on its heirs, successors and assigns subject to the terms and conditions hereof.

14. This Property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Agreement, provided the Property is developed pursuant to the approved Project set forth in the DSP, which shall run with the land.

15. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property, and/or DECLARANT pursuant to the provisions of this Agreement. The parties agree that if DECLARANT should breach the terms of this Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event the City is required to enforce this Agreement and DECLARANT is determined to have violated any provision of this Agreement, DECLARANT will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should DECLARANT prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse said party for all reasonable costs of the proceeding including reasonable attorneys' fees.

16. Except as stated in paragraphs 13 and 14, this Agreement may not be amended or modified except in a writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

17. This Agreement shall be construed in accordance with the laws of the State of Maryland, excepting its conflict of law provisions. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid or violative of any federal, state or local law or regulation, all other provisions of this Agreement shall continue in full force and effect.

18. In the event that any provision of this Agreement is in direct conflict with any provision mandated by any government agency with jurisdiction including but not limited to approval of the site plan, to the extent that the provision in this Agreement is by necessity precluded, then that provision shall be null and void, provided, however, that the remainder of this Agreement shall remain in full force and effect.

19. The City shall generally support revisions of the DSP for so long as it is found by the

City to be in substantial conformance with the development plans for the Property previously shown to and endorsed by the City, upon the satisfaction of the conditions precedent thereto in the PPS and DSP and this Agreement and related declarations and agreements.

20. Neither any failure nor any delay on the part of the City or DECLARANT in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

21. All notices given hereunder shall be in writing and shall be hand delivered, sent by United States Postal Service, as certified mail, return receipt requested, postage prepaid, or sent by recognized overnight courier service, addressed as set forth below. Any notice will be deemed to have been delivered at the time the same is actually received (or if receipt is refused, when first attempted). Notices may be delivered to such other address or addresses as either Declarant or the City may from time to time designate to the other by five (5) days' prior notice in writing.

If to Declarant: \*\*\*\*\*

with a copy to: Matthew Tedesco, Esq.  
McNamee Hosea  
6404 Ivy Lane  
Suite 820  
Greenbelt, MD 20770

If to the City: City Manager  
7401 Baltimore Avenue  
Suite 201  
College Park, MD 20740

These obligations are subject to and contingent upon final approval of the aforesaid

DSP (with such approval being beyond appeal). This Agreement shall be automatically considered null and void without further action in the event that the DSP is not approved. In the event the condition in the foregoing sentence is not satisfied then this Agreement shall automatically terminate and be of no further force or effect and neither party to this Agreement shall have any further obligation to the other with respect to this Agreement.

22. The City, if requested, within thirty (30) days, shall provide DECLARANT a customary estoppel certificate with respect to defaults, if any, of the obligations herein and other reasonably requested statements associated with this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed, sealed and delivered.

WITNESS/ATTEST:

TERRAPIN MAIN STREET, LLC

\_\_\_\_\_

Printed Name:

Title:

Authorized Person

STATE OF MARYLAND )

)

ss:

COUNTY OF )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, before me, a Notary Public in and for the State aforesaid, personally appeared \_\_\_\_\_ and being authorized so to do by TERRAPIN MAIN STREET, LLC, executed the foregoing Agreement for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires: \_\_\_\_\_

WITNESS/ATTEST:

CITY OF COLLEGE PARK

By: \_\_\_\_\_  
Janeen S. Miller, MMC, CERA, City Clerk

By: \_\_\_\_\_  
Kenneth A. Young, City Manager

STATE OF MARYLAND                    )  
  )       ss:  
COUNTY OF                            )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared Kenneth A. Young, who acknowledged himself to be the City Manager of the City of College Park, and that he, as such City Manager, being authorized so to do, executed the foregoing Agreement for the purposes therein contained by signing, in my presence, the name of said City of College Park, by himself, as City Manager.

WITNESS my hand and notarial seal.

\_\_\_\_\_(SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

THIS IS TO CERTIFY that the within instrument has been prepared under the supervision of the undersigned Maryland attorney-at-law duly admitted to practice before the Court of Appeals.

\_\_\_\_\_  
Suellen M. Ferguson

This document shall be recorded in the Land Records of Prince George's County.

After recording, please return to:

Suellen M. Ferguson, Esq.

Council, Baradel, Kosmerl & Nolan, P.A. 125 West Street, 4<sup>th</sup> Floor  
Annapolis, MD 21404-2289

## ATTACHMENT 1

### City Staff Review and Recommendation

Detailed Site Plan 22035

Terrapin House

7313 Baltimore Avenue, 4424 Hartwick Road and 7302 Yale Avenue

#### **Project Description**

This request is for Detailed Site Plan (DSP) approval for property owned by Terrapin Main Street, LLC. This project is located on the northeast corner of Hartwick Road between Baltimore and Yale Avenues, consisting of Parcel A and Lots 9 – 12 in Block 27. The subject property is currently improved with a one-story, multi-tenant retail building on Parcel A fronting Baltimore Avenue, a two-story frame house built in 1915 on Lots 9 and 10 at the corner of Hartwick Road and Yale Avenue, and a 4-story multi-family building, known as Yale House, on Lots 11 and 12, fronting Yale Avenue. The Applicant, Terrapin Main Street, LLC, is a private developer based in Bethesda, Maryland. The proposed project is to raze the existing development and construct a 3-6 story mixed-use building consisting of 93 multi-family units (298 beds), 4,800 square feet of retail space at the corner of US 1 and Hartwick Road, and a 90-space, two-level parking garage. The proposed density is 105.7 units per acre. The 6-story building along Baltimore Avenue will step-down in height to 3-stories when facing Yale Avenue.

The property abuts additional commercial space and the municipal parking garage to the north, a shopping center to the west across Baltimore Avenue, and single-family homes to the east. Townhouse offices are located across Hartwick Road to the south of the project site. Additionally, the project borders the Old Town College Park Historic District across Yale Avenue to the east.

The project is being reviewed in accordance with the prior Zoning Ordinance, the Mixed-Use-Infill/Development District Overlay Zone (MUI/DDOZ), and the applicable development district standards of the Central US 1 Corridor Sector Plan. The project site is additionally located within the Walkable Node (WN) character area. The Sector Plan defines the WN as consisting of higher-density mixed-use buildings that accommodate retail with small blocks, wide sidewalks, and buildings set close to the frontages (p. 228). This character area calls for buildings with a minimum of two stories and a maximum of six stories. Development in the MUI/DDOZ is subject to the Sector Plan development district standards. For development standards not covered by the Sector Plan, the other applicable sections of the Zoning Ordinance and Landscape Manual shall serve as the requirement. The project is also subject to the conditions imposed by the Preliminary Plan of Subdivision (PPS) 4-21055 which was adopted by the Planning Board on June 16, 2022, after approval on May 26, 2022. The development is in Aviation Policy Area (APA) 6, which imposes maximum height restrictions (no obstruction over 198-feet Above Mean Sea Level – AMSL). The Applicant submitted a determination letter from MDOT, dated August 21, 2023, that indicated compliance with their Code. As a part of the application, the

Applicant is requesting limited modifications to the Development District Standards contained in the 2010 Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment (Sector Plan).

*Staff Comment:* At the time of Conceptual Site Plan approval, City Council placed a condition that the Applicant attempt to relocate the house at 4424 Hartwick Road/7300 Yale Avenue within the Old Town neighborhood. The Applicant conducted a structural relocation feasibility study to relocate the house (see Attachment 2). The study concluded that it would be cost prohibitive (at least \$75,000-\$80,000) to relocate the house in part due to the need to temporarily lower all the utility lines and prune all the trees in the rights-of-way along the house's travelling way. Since it is not financially possible to relocate the house, Staff has added a condition to document the house on a Maryland Inventory of Historic Properties form to be reviewed and approved by Historic Preservation staff.

### **Site Design and Architecture**

Considering the adjacency of the Old Town College Park Historic District to the east and a popular commercial corridor across US 1, the building steps down from six stories to three as it approaches Yale Avenue. This includes a concealed two-level garage, each level with a single point of vehicular access. The ground floor level is accessed from Hartwick Road, and the larger, partially below-grade residential level is accessed from the alley off Yale Avenue. The ground floor of the building will be dedicated to amenity and retail space, while the top five floors will be residential. The building is setback 22-feet from Baltimore Avenue, a variable width of 12.5-feet to 24.3-feet from Yale Avenue, a variable width of 9.2-feet to 21.7-feet from Hartwick Road (due to efforts to preserve a specimen tree), and a variable width of 19.1-feet to 22.7-feet from the northern boundary line. Lot coverage at 73.9% complies with development standards.

Baltimore Avenue is the primary frontage road, with Hartwick Road and Yale Avenue as secondary frontage roads. Baltimore Avenue serves as the building's main entrance for residential and retail uses but provides no vehicular access to the parking garage. Hartwick Road serves as the vehicular entrance for retail uses, while residents will enter the parking garage via a private alley off Yale Avenue. Loading and waste collection trucks will also utilize this alley.

The building frontage along Baltimore Avenue will include all streetscaping amenities required by the Sector Plan, including a cycle track, planter strip, lighting fixtures, and sidewalk to match existing developments along US 1. This frontage will also include amenities such as bicycle racks, a micro-mobility parking area, waste receptacles, and benches for public use. Along Hartwick Road, the building recedes away from the street near the southeast corner with Yale Avenue to accommodate a specimen tree that currently exists on the site. Along Yale Avenue the massing of the building is broken down into three projecting bays that reflect the residential nature of the building and respond to the scale of the homes on the east side of the street. These projecting bays, or "buildings," are also scaled down to three stories to blend with the neighboring historic district. Between the projecting bays and sidewalk are green areas that will serve residents of the building and the surrounding neighborhood with pet facilities and public benches. This frontage along Yale Avenue will also host a pedestrian access point for residents

of the building. On the north side of the building, frontage is split between public amenity space and the alley providing vehicular access stemming from Yale Avenue.

The façade of the building varies on all sides to promote visual interest and blend with the different neighborhood characteristics that it borders. Across all portions of the building, a brick base and horizontal expression line are used to ground the project and establish a sense of uniformity. The roof line varies between façade types along the US 1 frontage to enhance the sense of multiple buildings, which promotes a feeling of walkability and appropriate scale. A chamfer has been introduced to the northwest corner of the building to activate the space and invite pedestrians into the public amenity space that helps satisfy mandatory park dedication requirements. Along Baltimore Avenue, the façade varies in three different shades of gray, maroon, and beige to create interest from the commercial corridor. Along Yale Avenue, the Applicant chose neutral-toned materials to reflect those found in the existing neighboring homes. Façades are made up of a combination of sustainable materials like brick veneer, fiber cement siding, and fiber cement panel.

The project will create amenity spaces at both the private and public levels. The plaza space on the north side of the project site will be accessible to the public from Baltimore Avenue and feature bike parking, seating, planters, a public art wall, and awnings with string lights. Privately, an inner courtyard situated above the deck of the parking garage will be available to residents and include landscaping, a turf panel for outdoor lawn games, and seating. Additionally, the ground floor of the building will feature a fitness center and work café for residents to use, as well as study rooms on some of the residential floors.

### **Vehicular and Bicycle Parking**

Based on the number of dwelling units and the amount of retail, 90 parking spaces are required. This includes at least 12 spaces for retail use, and 77.5 spaces for residents (The Zoning Ordinance mandates 1 space for every 1.2 dwelling units). The Applicant meets the parking requirement by providing 90 spaces. There will be 27 spaces in the enclosed garage, with 12 of these dedicated to retail. Additionally, another 63 spaces will be available on the basement level of the garage for residents. A maximum of 33% of these spaces are allowed to be compact, which the proposal meets with 30 spaces (33% of 90). There is also a requirement of one handicap parking space per every 25 required spaces, which the plan meets by providing 4.

City Staff have heard comments from City residents expressing concern about cars from residents of this building overflowing from the parking garage and crowding neighborhood streets. Planning staff and Parking Enforcement staff are coordinating efforts to seek a remedy to this issue, which will eventually be brought to the City Council level for approval.

The regulations of the DDOZ require one bicycle parking space per every three auto spaces required. This means that the proposed project is required to provide at least 32 bicycle parking spaces. The Applicant complies by showing room for 34 bicycle parking spaces provided internal to the building on the basement level. These spaces can be accessed from Yale Avenue.

Additionally, the Applicant is providing bike racks in the public amenity space on the north of the site, as well as along US 1. A parking area for micro-mobility vehicles will be provided along US 1 as well.

### **Departure from Parking Space Dimension Standard**

The Sector Plan does not have specific requirements for the size of parking spaces; therefore Part 11 of the prior Zoning Ordinance serves as the requirement. Section 27-558(a) of the prior Zoning Ordinance requires nonparallel standard parking spaces to be 9.5' x 19.0'. The Applicant is requesting a departure/modification to the parking standard to reduce the size of the standard nonparallel parking spaces to 9.0' x 18.0'. The requested reduction to the size of these parking spaces will ensure that the Applicant can provide all the required parking. If this size reduction cannot be granted, the Applicant need to seek a modification to the number of required parking spaces.

*Staff Comment:* Staff supports the request to slightly reduce the parking space dimensions. This modification has been granted before by the County.

### **Landscaping**

The Applicant is required to meet the Landscape Manual requirements for multifamily (Section 4.1), sustainable landscaping requirements (Section 4.9), screening requirements (Section 4.4), and tree canopy coverage requirements (Section 25-128). The residential requirements are shown to be met on Sheet C-701 by providing 8 shade trees (4 are required) and 7 ornamental trees when none are required. The Applicant meets the residential landscaping requirements by providing 2,267 square feet of green space and 5 additional shade trees, when 3 are required. The Applicant is not required to provide any ornamental trees but provides 7.

In the M-U-I zone, the Applicant is required to provide 10% tree canopy coverage (3,833 square feet in this case). The proposal shows the provision of 8,534 square feet of tree canopy coverage, satisfying and exceeding the requirement. The Applicant revised previous submittals after the Preliminary Plan hearing to preserve a specimen tree located at the corner of Hartwick Road and Yale Avenue.

*Staff Comment:* It is the opinion of City Staff that despite these efforts to save the specimen tree, it may die during construction of the building or shortly thereafter. Staff is recommending a condition in the Declaration of Covenants, that the Applicant coordinate with the City's horticulturist and arborist to take the appropriate measures to preserve the tree and submit a tree replacement plan to take effect in the event this specimen tree dies within 5 years of construction.

### **Streetscape**

The Sector Plan requires the provision of sidewalks, street trees, pedestrian lighting, and amenities such as bicycle racks, benches, and trash receptacles along street frontages (Baltimore Avenue, Hartwick Road, and Yale Avenue).

The Bike and Pedestrian Facilities Plan (Sheet C-801) shows all sidewalk widths and street amenities. Along Baltimore Avenue, the Applicant is providing a 10-foot-wide sidewalk and 6-foot-wide bicycle track. This is paired with a planter strip containing street trees, providing a buffer between the road and bicycle track. The sidewalk contains street lighting fixtures that conform to the City's lighting standards, as well as public benches and trash receptacles. Spaces for micro-mobility parking are provided as well. Along Hartwick Road, the Applicant is providing a sidewalk that varies in width from 5-feet to 9.2-feet, due to vehicle access to the garage and efforts to save the specimen tree at the corner with Yale Avenue. This street also contains the appropriate lighting fixtures. Along Yale Avenue, Sheet C-801 shows a sidewalk that is 7-feet wide, which is consistent with the existing sidewalk in front of the municipal parking garage. This represents a change from the Applicant's first DSP submittal, which indicated a 5-foot-wide sidewalk on Yale Avenue. At that time, both the City and M-NCPPC submitted comments requiring an amendment to this plan to provide a sidewalk that was at least 6-feet-wide. The Applicant has complied, additionally providing green space, pet waste facilities, and public benches. Street lighting is also provided on Yale Avenue, but at a dimmer level than what is provided along US 1 to lessen negative impact on the adjacent residential neighborhood.

### **Modifications to Development District Standards**

In addition to the departure from the parking space dimension standard, the Applicant is requesting the following two modifications from the development district standards:

<b>Standard</b>	<b>Required</b>	<b>Proposed</b>	<b>Recommendation</b>
Expression Line (pgs. 234 and 237)	The Walkable Node Character Area provides that an expression line is required above the second story.	Providing an expression line above the first story, which has an average height of 16-feet.	Support
LEED Certification (p. 256)	Within Walkable Nodes, all development shall obtain a minimum of silver certification in one of the applicable LEED rating systems.	The Applicant will pursue certification from the National Green Building Standard (NGBS) at the silver level.	Support

### **RECOMMENDATION**

Staff recommends approval of DSP-22035 with conditions, and approval of the requested departure and modifications (parking space design, expression line, and LEED certification) as follows:

1. SUPPORT the following alternative development district standards as noted below:

(Note: The page number references are from the 2010 Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment.)

- a. ***Expression Line*** (pages 234 and 237) – To provide an expression line above the first story, which has an average height of 16-feet, rather than above the second story.
  - b. ***LEED Certification*** (page 256) – To allow the Applicant to pursue the certification criteria of the National Green Building Standard (NGBS) at the silver level, rather than LEED.
2. SUPPORT for a departure from the Parking Space Dimension Standard set for by the prior Zoning Ordinance under Section 27-558(a) to construct parking spaces that are 9-feet by 18-feet, rather than 9.5-feet by 19-feet.
3. Prior to a demolition permit for the house on Yale Avenue, document the house on a Maryland Inventory of Historic Properties form to be reviewed and approved by Historic Preservation staff. The form shall include floor plans, representative interior, and exterior photos of the dwelling.
4. Prior to Planning Board approval, execute a Declaration of Covenants Agreement with the City that includes, at a minimum, the following provisions:
  - a. Prior to the Planning Board Hearing on October 19, provide a replacement tree plan to be submitted and approved by City staff in the event the Willow Oak, identified as Specimen Tree-3, dies within 5 years from the issuance of the use and occupancy permit, and note this information on the landscape plan.
  - b. The property owner shall notify their potential residents that they will not be eligible for residential permit parking prior to signing a lease.
  - c. Prior to first Use and Occupancy permit, provide a public access easement to the City to allow public access to the ground level proposed amenity space (1,733 square feet) facing the “alley” as labeled on Detailed Site Plan Sheet C-301.
  - d. Prior to first use and occupancy permit, provide a 6-foot-wide public access easement, as shown on Detailed Site Plan Sheet C-301, to accommodate public benches, bike racks, and bike share space along the east side of the Baltimore Avenue sidewalk.
  - e. PILOT to City if the property becomes tax exempt.
  - f. Unitary management and condominium conversion requirements.
  - g. Acknowledgement of responsibility for maintenance of pedestrian light fixtures, landscaping, and sidewalks.
  - h. Provide an outdoor public art feature, which can be matched by City funds (up to \$15,000).
  - i. Prior to Use and Occupancy Permit, submit a National Green Building Standard Silver or Higher Certificate to the City.